

Training Institution Agreement

Between Training Institutions and the
Missouri Department of Elementary and Secondary Education
Division of Vocational Rehabilitation

For Providing Vocational Skills Training To Eligible Individuals

The Missouri Department of Elementary and Secondary Education, hereinafter called “DESE,” has the authority to approve vocational, trade, technical, and business courses leading to a certificate/diploma under Rule Number 5 CSR 60-900.050.

The Division of Vocational Rehabilitation and the term “Agency,” hereinafter are used synonymously.

The training institution agrees to provide vocational skill training to Vocational Rehabilitation eligible individuals in compliance with 5 CSR 60-900.050. **BY ACCEPTING FUNDS, THE TRAINING INSTITUTION AGREES TO THE FOLLOWING CONDITIONS:**

1. Duration of Agreement

This agreement shall remain in effect from the date of signing by the school official until a new agreement is signed, unless terminated in accordance with item 2 of this agreement.

2. Termination of Agreement

This agreement can be terminated by either party with 10 days written notice. If termination is initiated by DESE, “Good Cause” must be established in the written notice. “Good Cause” is considered to be violation of the conditions of this agreement and/or 5 CSR 60-900.050.

3. Standards

Schools must meet the regulations of Sections 173.600-173.619, RSMo where applicable or any other State of Missouri licensing laws required for operation within the State. The school assures that it has met or exceeded minimum standards for approval by DESE, as established by 5 CSR 60-900.050.

4. **Civil Rights Compliance**

The school must be in compliance with Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 as amended. The Assurance of Compliance Form #90-940-574 is to be completed and signed by the school. One is to be returned to the Vocational Rehabilitation Coordinator, Development and Consumer Affairs. The second must be posted at the school and visible to the public for inspection. It is also required that a statement of Assurance of Compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 as amended be printed in the school catalog.

5. **Americans with Disabilities Act Compliance**

The Americans with Disabilities Act (ADA), Title III, addresses the requirement that private entities which are places of public accommodation (this includes schools - ADA Title III, Section 301, 7-J) be accessible to persons with disabilities when such accessibility is “readily achievable” (ADA Title III - Section 301-9).

As an agency which works with persons with disabilities, we have an obligation to, whenever possible, use service providers who offer such accessibility. We are, however, willing to work with providers who feel that such accessibility is not readily achievable for their location. We can also put providers in touch with organizations who can help determine the extent of accessibility at their location and ways to remedy problems of inaccessibility. Taking such steps will provide the opportunity for a larger student population at the institution as well as open new opportunities for persons with disabilities.

6. **Course Approval**

Approval for a new course or changes in currently approved course(s), (cost increases, course length, etc.), will be completed by the DESE division which has done the previous approvals. If the approval is to be completed by Veterans Education (VE), a copy of the VE-13 being submitted to VE should be forwarded to the Vocational Rehabilitation Coordinator, Development and Consumer Affairs, along with the information identified by ■ in item 7 of this agreement. **This should be done at least 30 days prior to the effective date of the change.**

7. Official Listing Sheet

All courses to be used for Vocational Rehabilitation client/student will appear on the “Proprietary School Listing Sheet” or “Vocational Technical Listing Sheet.” The Coordinator, Development and Consumer Affairs will develop the listing sheet from information provided by the school. The information shown on the listing sheet is the only guide the Vocational Rehabilitation counseling staff is permitted to use in preparing authorizations. The following information must be provided in order to prepare the listing sheet:

- Name, Address, Telephone Number and Fax Number of the School
- Contact Person, Title and E-mail Address
- School’s Tax I.D. Number or State Vendor Number
- School Catalog or Addendum
- Attendance Policy
- Holidays
- Vacation Periods
- Entrance Requirements
- Course(s) Titles
- **Degree Program Titles (when appropriate)
- Start Dates and Ending Dates for Each Instructional Period by Course
- Length of Course by Number of Weeks and Hours
- Number of Instructional Periods (quarters, terms, semesters) by Course as described in the School Catalog
- TUITION COST
- FEES COST
- BOOKS AND SUPPLIES COST. *Itemized list must be provided for all books and/or supplies, with the cost of each item, except for items sold as part of a kit, or those books and/or supplies included in the cost of tuition.*
- These costs shall be no more than those listed in the current school catalog or as limited by 5 CSR 60-900.050.
- Tools

**Degree programs in private schools will be governed by the Agency policies on payment of tuition and fees applicable to private colleges. Tuition and fees will be authorized in an amount established by the Agency each year. *The degree programs may be placed on the official listing sheet.*

The school should provide the following information for each of their approved degree programs:

- Length = quarters, semesters, etc.
- Tuition = total and amount by quarter, semester, etc.
- Fees = amounts for registration, lab, etc.
- Books, Supplies and/or Tool Costs

8. Progress Reports

A monthly report of the progress of each Vocational Rehabilitation client/student is to be submitted to the referring Vocational Rehabilitation counselor. The school is requested to use the “Monthly Progress & Attendance Report” (MO 500-0560) which is supplied by the Agency. A school may use their own progress report with prior approval from the Coordinator, Development and Consumer Affairs. **The student shall sign and receive a copy of the report. The monthly Progress and Attendance Report must be submitted to the referring Vocational Rehabilitation Counselor monthly and within 10 working days the end of the month. Progress reports will continue in the same manner during the placement process for up to six months.**

9. Attendance

The school must apply the same attendance policy to Vocational Rehabilitation clients / students that is applied to non-agency students. The school’s attendance policy may be waived only when the school officials and the Vocational Rehabilitation counselor are in agreement. A waiver is official only when written, signed by both parties, and on file in the case folder.

When a Vocational Rehabilitation client/student is irregular in attendance and/or is continually tardy or leaves school early, the school should notify the Vocational Rehabilitation counselor IMMEDIATELY. The problem should also be indicated on the Monthly Progress and Attendance Report. A school may require a client/student to make up days missed.

10. Authorizations

The authorization is considered to be a contract for the provision of services between the school and the Division of Vocational Rehabilitation. In some instances, the client/student may be required to pay a portion of the tuition. The amount the client/student is to pay will appear on the authorization as an amount per term. The refund policy of the school may be applied to the client’s / student’s portion of tuition if he/she terminates.

An authorization for services must be issued to the school BEFORE a Vocational Rehabilitation sponsored client / student can enter training. **The agency is not responsible for any charges from a school for services provided prior to the starting date shown on the official authorization.** The school shall not bill the client/student for services authorized by Vocational Rehabilitation.

11. Tuition and Fees

Tuition will be authorized on the basis of the school's instructional period (i.e., quarters, terms or semesters) as described in the school catalog. However, the following exceptions shall apply to courses with or without definable instructional periods:

1. Any instructional period that is at least 20 weeks but no more than 39 weeks will be treated as having a minimum of 2 equal instructional periods.
2. Any instructional period that is at least 40 weeks but no more than 59 weeks will be treated as 3 equal instructional periods. Programs of instruction in licensed practical nursing, surgical technology, respiratory therapy, dental technology, emergency medical technician, paramedic, radiology, and massage therapy are excluded.
3. Courses with instructional periods that are at least 60 weeks or more will be divided into additional segments of 20 weeks.

The official listing sheet (item 7) for each school's program will show the total cost of training and cost per instructional period, identified as "term" on the official listing sheet. The same information will appear on the Agency's official authorization which is prepared by the Vocational Rehabilitation counselor. The school shall not bill the client / student for any service authorized by Vocational Rehabilitation.

By Rule 5 CSR 60-900.050, registration fees are limited to a maximum of \$100 per student. **Any amount of registration fee beyond \$100 may not be charged to the client/student.**

12. Terminations

During the training program of a client / student, it may become necessary to withdraw the client / student. Termination can be initiated by the client / student, school and/or the Vocational Rehabilitation counselor. A client / student may be terminated for failure to comply with the school's policies and procedures. A client/student may also be terminated for failure to meet the requirements set forth in the client's/student's Individualized Plan for Employment (IPE). Any action to terminate a client's/student's authorization shall be confirmed in writing by the school or the Division of Vocational Rehabilitation.

In the case of student termination, the following refund policy shall apply:

1. Within the first week of each instructional period, the school may retain 10% of the tuition for that instructional period.
2. Within the second and third week of each instructional period, the school may retain 20% of the tuition for that instructional period.
3. After the beginning of the fourth week in each instructional period - but prior to 25% of each instructional period, the school may retain 25% of the tuition for that instructional period.
4. After completing 25% - but prior to completing 50% of the instructional period, the school may retain 50% of the tuition for that instructional period.
5. After completing 50% of the instructional period, the school may retain 100% of the tuition for that instructional period.
6. For short courses where there is a conflict with items 2, 3, and 4 above, the school will retain the greater amount.
7. For courses offered by an accredited school that lead toward an associate or higher degree or are exempt under paragraph 11.2, the refund policy of the institution will be applied.

If the school has received an overpayment from the Agency, a refund is to be issued within 60 days.

13. Cancellation

Cancellations are the responsibility of the Vocational Rehabilitation counselor. If a school indicates "FINAL BILLING" on the invoice, the cancellation will be handled internally by Vocational Rehabilitation.

If any outstanding authorized amount is not or cannot be canceled with the “Final Billing” statement, the school should notify the Vocational Rehabilitation counselor immediately, with the amounts to be canceled.

When a client / student is not in training for 4 consecutive weeks, the current authorization is to be canceled. If there is no additional billing, the school should contact the counselor to initiate cancellation for the balance of the authorization.

14. Maintenance and/or Transportation

A school that agrees to serve as vendor for maintenance and/or transportation monies to a client / student will receive an authorization indicating the amount and rate of maintenance and/or transportation to be paid.

The school shall not pay maintenance and/or transportation during vacation or holiday periods unless advised otherwise in writing by the counselor. Maintenance and/or transportation will be deducted on a pro-rata basis for days which the client / student does not attend school. Maintenance and/or transportation deducted for days missed may be given to the client / student as the days missed are made up. This applies only when the client / student completes makeup work on a day other than a regularly scheduled class day.

If a school is asked by a Vocational Rehabilitation counselor to advance maintenance and/or transportation monies to a client/student and the client/student terminates or is terminated by either the school or the Agency, the school is not expected to absorb the money advanced. The school may bill for this. In order for the Agency’s accounting department to understand that it is payable, the school must write on the final invoice, “maintenance and/or transportation has/have been advanced and the client/student terminated early.”

14.1. Advance Billing Instructions

On the first day the client / student begins training, the school may bill for the first four weeks or the full amount of maintenance and transportation authorized, whichever is less. When billing in advance for maintenance/transportation, the dates for the period being billed are to be shown on the invoice. A Monthly Progress & Attendance Report does not accompany this invoice.

At the end of four weeks, or at the end of each month, the school may bill in advance for maintenance and transportation in an amount equal to the days attended during the previous billing period. Maintenance and transportation not issued to the client / student at the time of termination or completion must be refunded to the Agency.

15. Books and Supplies

Client/student's books, tools, and/or supplies purchased by Vocational Rehabilitation may be used by the client / student as long as they are in school, after graduating, and/or when employed in the same vocational field. If a Vocational Rehabilitation client / student withdraws from school and retains the equipment, the Vocational Rehabilitation counselor is responsible for retrieving the equipment. **This does not apply to items included as a part of the tuition cost.**

When a client / student withdraws from training, the training institution is asked to store the equipment at the school and reissue to the next Vocational Rehabilitation client/student authorized for such equipment. The name of the former client/student should be placed on the equipment which is retained.

Vocational Rehabilitation counselors are instructed to contact the school when they are going to send a new client/student who requires the purchase of equipment. The counselor will ask for a list of any equipment that can be reissued. If there is equipment that can be reissued, the counselor will advise the school to reserve it for the new client/student. If the books, tools, and/or supplies are incomplete, the school should advise the counselor on how to replenish the missing items. When billing for this equipment, the items replaced should be indicated on the invoice or on a separate listing with the invoice.

16. Federal Grants

The Missouri Vocational Rehabilitation Agency requires that all clients / students attending post-secondary training apply for all federal grants that may be available. Monies received from these grants must be utilized to meet the client / student's tuition costs and books and supplies. The client/student shall be required to have a valid Institutional Student Information Report (ISIR) before beginning training. No other form of documentation is acceptable.

For programs having a limited number of start dates (three or fewer per year), the agency may authorize services for the first instructional period without the ISIR. Upon receipt of the ISIR, the Federal grant will be applied to the prorated unused portion of the authorization(s). If any portion of the grant cannot be applied to the first instructional period, the balance must be used to reduce the costs to VR for the next instructional period.

Federal grant monies received by a Vocational Rehabilitation client/student are to be applied **to reduce the cost of tuition, books and supplies.** The applicable line item(s) on the Official Authorization shall be reduced by the amount of the Federal grant for which the client/student is eligible.

The school should apply the first disbursement of Federal grant monies to tuition beginning with the first day of training. Any additional amount needed to cover tuition for that instructional period may be billed to Vocational Rehabilitation. The school shall bill Vocational Rehabilitation per the Official Authorization until the client/student is eligible for the next disbursement of the grant. The school should apply Federal grant monies to tuition beginning with the first day the client/student is eligible for the next disbursement.

If a school applies a client/student's grant award(s) in accordance with the previously described situations and grant monies are still available after total tuition, fees, and books and supplies have been paid, then the grant monies may be applied toward any other accounts that the client/student has with the school.

17. Billing

School may submit invoice forms at any time during an instructional period for the authorized tuition for that period. **Only services on the official authorization and provided between the beginning and ending date of the official authorization are to be billed.** Bills may be submitted for payment using the Vocational Rehabilitation invoice form. All copies must be signed by a school official. Bills may be submitted for payment on the school's invoice forms with Agency approval. The school invoice forms will not require the signature of a school official.

Services which are 1099 reportable to the IRS should be billed separately from services not 1099 reportable. If all services are submitted on one invoice, all services will be considered 1099 reportable. This may require that the facility adjust their accounting records in order to file income taxes.

Bills are to be sent to the Vocational Rehabilitation office whose address appears at the top of the Official Authorization. Monthly Progress & Attendance Reports signed by the client / student must accompany each billing for maintenance/transportation. The dates of billing must agree with the dates of the Monthly Progress & Attendance Reports.

When the client/student is required to pay a portion of the tuition, the amount will be shown on the Official Authorization as a dollar amount *per term*. The invoice shall be prepared per the above instructions. The amount to be paid by the client/student will be subtracted from the total tuition earned for the instructional period. The "Less Grant" statement should be changed on the invoice to "Less Student."

When billing for books, tools and/or supplies, an itemized list is required. The only exceptions to this are tools provided as a part of a kit. This list must include the price of each item issued to the client / student during each billing period. Books, tools and/or supplies may be billed when issued.

This agreement made and entered into on _____
 by and between the
 Missouri Department of Elementary and Secondary Education
Division of Vocational Rehabilitation and

 Name of School

Training Institution Agreement . . . Approved and Accepted . . .

Signature School Official

Signature VR Official

Timothy E. Gaines

Title

Title

Coordinator
 Development & Consumer Affairs

Date

Date

School Name and Address

Federal Tax ID